

AGREEMENT

THIS AGREEMENT (this "Agreement") made and entered into this 11th day of JANUARY, 2017, by and between **Baumann Enterprises, Inc.** (the "Contractor"), and the City of Lakewood (the "City").

NOW, THEREFORE, in consideration of the mutual promises herein contained, the Contractor and the City hereby agree as follows:

ARTICLE 1. The Contractor, to the satisfaction of the City, shall provide all necessary materials, tools and equipment, and all utility and transportation services, and perform all labor, coordination and supervision necessary to complete in a satisfactory manner the **demolition of a single family home located at 12311 Plover Street, Lakewood OH 44107 as set forth in the Request for Demolition Bids issued November 15, 2017**, including any and all Addenda thereto in strict accordance with the contract documents on file in the office of the Division of Purchasing, including but not limited to the Plans and Specifications prepared by the Division of Community Development (the "Architect"). The City reserves the right to accept any alternates bid upon or substitutions proposed as provided in the Contract Documents.

ARTICLE 2. Except for any submittals, including but not limited to Shop Drawings, which the Contractor is required to provide by the Contract Documents, the City shall furnish the Contractor such further drawings or explanations as may be necessary to detail and illustrate the Work to be done. The Contractor shall conform to any drawings or explanations provided to the Contractor as a part of the contract. The Contractor shall conform to any drawings or explanations provided by the Contractor, including but not limited to Shop Drawings, and approved in accordance with the Contract Documents as a part of the contract. It is mutually understood and agreed that all Plans and Specifications are and remain the property of the City.

ARTICLE 3. No extras, additions or alterations shall be made to the Work shown or described by the Contract Documents, including but not limited to the Plans and Specifications, except upon the written Change Order, and when so made, the value of the Work added or omitted shall be computed in accordance with the Contract Documents and approved by the City, and the amount so ascertained shall be added to or deducted from the contract price. No modification, amendment or alteration shall be made in or to the Contract Documents, except by Change Order in accordance with the Contract Documents.

ARTICLE 4. The Contractor shall complete all Work to be performed under the contract by the ____ day of April 22, 2018, in accordance with the Notice to Proceed with Work and the Project Schedule unless an extension of time is granted by the City in accordance with the Contract Documents.

ARTICLE 5. Upon failure by the Contractor to have all Work to be performed under the contract completed within the period above mentioned, then the Contractor shall forfeit and pay, or cause to be paid, to the City as liquidated damages, the sum of Seven Hundred Dollars (\$700) per day, for each and every calendar day thereafter that such Work remains in an unfinished condition.

ARTICLE 6. The Contractor shall be held liable for any incidental damages suffered by the City as a result of Contractor's breach including expenses reasonably incurred in the inspection, receipt, transportation, and care and custody of goods rightfully rejected, any commercially reasonable charges, expenses, or commissions in connection with effecting cover and any other reasonable expense incident to the delay or other breach.

ARTICLE 7. The Contractor shall provide that eight hours shall constitute a day's work and that the prevailing wage rate of the locality as determined by the Department of Industrial Relations of the State of Ohio shall control the contract wages as stipulated in Chapter 4115, Ohio Revised Code.

ARTICLE 8. The City shall pay the Contractor for the performance of the contract as follows:

Contract: Nuisance Demolition of **12311 Plover Street, Lakewood, OH 44107**

ALL MATERIALS AND LABOR FOR THE SUM OF \$28,900

The contract price is **Twenty-Eight Thousand Nine Hundred Dollars and 00/100 Cents** subject to any additions or deductions during construction pursuant to Change Orders. Such sum shall be paid in current funds by the City upon payment requests issued by the Contractor and approved by the City or the Authorized Representative and proportioned by item to agree with the total amount of the contract.

When the major portion of the contract is substantially complete and occupied, or in use, or otherwise accepted, and there exists no other reason to withhold retainage, the retained percentages held in connection with such portion will be released and paid to the Contractor, withholding only that amount necessary to assure completion. The balance of funds shall be paid to the Contractor within thirty days from the date of completion or either acceptance or occupancy by the City, provided, however, that nothing in the contract shall be construed to create an obligation or incur a liability against the City in excess of any encumbrances issued to support the contract or in excess of the contract price, as modified by all Change Orders.

This contract shall be fifty percent completed when the Contractor has been paid pursuant to the contract, an amount equal to fifty percent of the total cost of the labor and materials of the contract. The Contractor shall promptly make payment to all Subcontractors and Material Suppliers. The Contractor further agrees not to withhold a larger percentage of Subcontractors' and Material Supplier's payments, than the percentage of the Contractor's payments retained by the City. No partial or progress payment made by the City to the Contractor shall be construed as evidence of, or represent, to actual Work performed or material delivered or installed as of the date of approval of payment of said partial or progress payment.

If at any time there should be evidence of any lien or claim for which, if established, the City may become liable and which is chargeable to the Contractor, the City or the Authorized Representative shall cause to be retained an amount equal to the lien or claim from subsequent payments due the Contractor, as required by Section 1311.25, et seq., Ohio Revised Code or other applicable provisions of the Ohio Revised Code, for the purpose of securing such lien or claim. Should there prove to be any such claim after payments are made, the Contractor shall refund to the City, a sum of money equal to the sum of all monies that the City may be compelled to pay, other than from funds retained from the Contractor, in discharging any lien or claim on the premises made obligatory by the Contractor's actions.

ARTICLE 9. No certificate of payment, no provision in the Contract Documents, and no partial or entire occupancy of the premises by the City shall constitute an acceptance of Work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express or implied warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the Work and pay for any damage resulting therefrom, which shall appear within a period of one year from the date of final acceptance of the Work.

ARTICLE 10. Each party to this transaction recognizes that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the ultimate purchaser of goods and services; in this instance the ultimate purchaser is the City. Therefore, the following assignment is made:

For good cause and as consideration for executing the contract and intending to be legally bound, the Contractor, acting herein by and through the person signing this contract on behalf of the Contractor as a duly authorized agent, hereby assigns, sells, conveys and transfers to the City any and all right, title and interest in and to any and all claims and causes of action the Contractor may have or hereafter acquire under the antitrust laws of the United States of America or the State of Ohio, PROVIDED that the claims or causes of action relate to the particular goods, products, commodities, intangibles, or services purchased, procured, or acquired by or rendered to , the City pursuant to the contract, and EXCEPT as to any claims or causes of action which result from antitrust violations commencing after the price is established under the contract and which are not passed on to the City under an escalation clause, Change Order, or through some other means. In addition, the Contractor warrants and represents that the Contractor will require any and all of the Contractor's subcontractors and first-tier suppliers to assign any and all federal and state antitrust claims and causes of action to the City, subject to the provision and exception stated above. The provisions of this article shall become effective at the time the City awards or accepts the contract, without further acknowledgment by any of the parties.

ARTICLE 11. The parties for themselves, their heirs, executors, administrators, successors and assigns do hereby agree to the full performance of the covenants herein contained.

ARTICLE 12. The City hereby appoints the Director of Public Works as the Authorized Representative for all uses and purposes under the contract. In the absence or unavailability of the Director of Public Works, the designee of the Director of Public Works may serve as the Authorized Representative for all uses and purposes under the contract.

ARTICLE 13. The Contractor hereby agrees to take direction from the Architect and the Authorized Representative and cooperate with the Architect, the Authorized Representative and all other persons involved in the Project.

ARTICLE 14. The contract and any modifications, amendments or alterations thereto shall be governed, construed and enforced by and under the laws of the State of Ohio.

ARTICLE 15. Contractor shall defend, indemnify and hold the CITY, its officers, its officials, agents and employees, completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands of every kind and nature (including all reasonable costs for investigation, reasonable attorney's fees, court costs and expert fees) arising out of, or as a consequence of, or incidental to the negligent and or intentionally wrongful acts and omission of Contractor, Contractor's officers, agents, employees, consultants, sub consultants, licensees or invitees, in the performance or non-performance of their services under this Contract, including, but not limited to any engineering, design, or construction defects and any damage to adjacent properties and upon notice from the City of any claim or liability which the City reasonably believes to be covered under this provision. Contractor further agrees to hold City, its officers, officials, agents and employees harmless from any and all liabilities, losses, suits, claims, judgments, fines or demand of every kind and nature arising by reason of any claims or alleged claims of discrimination arising out of, or as a consequence of, or incidental to Contractor's negligence in the performance or non-performance of Contractor's services under this contract and upon notice from the City of any claim or liability which the City reasonably believes to be covered under this provision. Contractor shall defend the City in all suits brought upon any and all such claims described herein, and shall pay all costs and expenses incidental thereto. This paragraph shall survive expiration or early termination of this contract.

Contractor shall defend all suits brought upon such claims and lawsuits and shall pay all costs and expenses incidental thereto, but the City shall have the right, at its option, to participate in the defense of the suit, without relieving Contractor of any of its obligations hereunder. This paragraph shall survive expiration or early termination of this Contract.

ARTICLE 16. The Contract Documents consist of this Agreement the Section 3 Clause Addendum which indicates the contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3), and the attached Exhibits, :

- A. Notice to Bidders
- B. Request for Demolition Bids
- C. Non-Collusion Affidavit
- D. Bid Guaranty & Contract Bond
- E. Macbride Principles Disclosure
- F. Insurance Requirements Checklist (Demo)

The Contract Documents form the contract between the City and the Contractor, are incorporated by reference into this Agreement to be as fully a part of this Agreement as if attached hereto or fully rewritten herein, and shall remain in effect during the term of the contract.

ARTICLE 17. The Contract Documents constitute the entire agreement between the City and the Contractor and supersede any prior agreements or understandings, written or oral.

ARTICLE 18. If any term or provision of the contract or the application thereof to any person or circumstance, is finally determined including any appeal taken, to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the contract or the application of such term or provision to other person or circumstances, shall not be affected thereby, and each term and provision of the contract shall be valid and enforced to the fullest extent permitted by law.

ARTICLE 19. This Agreement has been executed in several counterparts, each of which shall constitute a complete original Agreements which may be introduced in evidence or used for any other purpose without production of any other counterparts.

IN WITNESS WHEREOF, the parties hereto have set their hands to as of the day and year first above mentioned.

CITY OF LAKEWOOD

BY: 

Director of Public Works

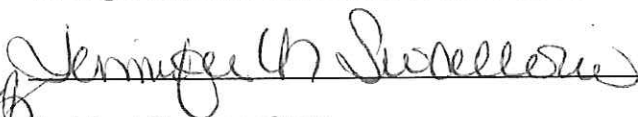
William Baumann, Baumann Enterprises, Inc.

BY: 

Authorized Official

APPROVAL:

The legal form and correctness of the within document is hereby approved:


ASB Assistant Director of Law

CERTIFICATE OF FUNDS

In The Matter Of Agreement with **Baumann Enterprises, Inc.**
Nuisance Demolition of **12311 Plover Street, Lakewood OH 44107**

IT IS HEREBY CERTIFIED that the moneys required to meet the obligations of the City of Lakewood under the foregoing Agreement have been lawfully appropriated for such purposes and are in the treasury of the City of Lakewood or are in the process of collection to an appropriate fund, free from any previous encumbrances.

Date Jan 11, 2017

CITY OF LAKEWOOD

By: _____

Director of Finance

SECTION 3 CLAUSE

Addendum to contract dated _____, 2017 between the City of Lakewood, Ohio and **Baumann Enterprises, Inc. (Contractor)**, (collectively, "The Parties").

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Appendix to Section 3 Regulations

Examples of efforts to offer training and employment opportunities to Section 3 residents:

- Entering into “First Source” hiring agreements.
- Sponsoring HUD-certified “step up” employment and training programs.
- Establishing training programs for section 3 residents.
- Advertising training and employment opportunities by distributing flyers.
- Advertising training and employment opportunities by posting flyers.
- Contacting resident councils or other organizations for help in notifying residents.
- Scheduling and advertising job informational meetings.
- Providing assistance in filling out job applications.
- Conducting a workshop on applying and interviewing for jobs.
- Collecting job applications.
- Conducting job interviews on-site.
- Contacting Youth build agencies and soliciting their assistance in recruitment.
- Consulting with community leaders and organizations for assistance in recruitment.
- Advertising available jobs in local media.
- Employing a job coordinator to match eligible and qualified persons with available training and employment opportunities.
- Employing low-income persons directly to perform work generated by section 3 assistance.
- Maintaining a file of eligible persons and their resumes for future work.
- Sponsoring continuing employment and job training programs.
- Incorporating the hiring of a specific number of section 3 residents into contracts.
- Coordinating implementation of economic development with housing and community development.

AFFIDAVIT IN COMPLIANCE WITH SECTION 3517.13
OF THE OHIO REVISED CODE

STATE OF OHIO

COUNTY OF Cuyahoga SS:

I, the undersigned, after being first duly cautioned and sworn, state the following with respect to compliance with Section 3517.13 of the Ohio Revised Code:

1. I am the representative of and have the authority to make certificates for Baumann Enterprises, which entity may be or has been selected as a contractor/consultant/vendor for the City of Lakewood.
(Name of Entity)

2. None of the following has **individually** made within the previous twenty four months and, if awarded a contract or contracts for the purchase of goods or services aggregating in excess of \$10,000 in a calendar year, none of the following **individually** will make, beginning on the date of the contract is awarded and extending until one year following the conclusion of the contract, as an individual, one or more campaign contributions totaling in excess of \$1,000, to the Mayor or any City Council member of the City of Lakewood or their individual campaign committees:

- a. myself;
- b. any partner or owner or shareholder of the partnership (if applicable);
- c. any owner of more than 20% of the corporation or business trust (if applicable);
- d. each spouse of any person identified in (a) through (c) of this section;
- e. each child seven years of age to seventeen years of age of any person identified in division (a) through (c) of this section (only applicable to contributions made on or after January 1, 2007).

3. None of the following have **collectively** made since April 4, 2007, and, if awarded a contract or contracts for the purchase of goods or services that aggregate in excess of \$10,000 in a calendar year, none of the following **collectively** will make, beginning on the date of the contract is awarded and extending until one year following the conclusion of the contract, one or more campaign contributions totaling in excess of \$2,000, to the Mayor or any City Council member of the City of Lakewood or their individual campaign committees:

- a. myself;
- b. any partner or owner or shareholder of the partnership (if applicable);
- c. any owner of more than 20% of the corporation or business trust (if applicable);
- d. each spouse of any person identified in (a) through (c) of this section;
- e. each child seven years of age to seventeen years of age of any person identified in divisions (a) through (c) of this section.

Signature: _____

Printed Name: _____

Title: _____

Sworn to before me and subscribed in my presence this 29 day of December, 2017.

Notary Public: _____

My Commission Expires: _____

STACY CORRIGAN
NOTARY PUBLIC • STATE OF OHIO
Recorded in Cuyahoga County
My commission expires Aug. 30, 2021

CITY-EA



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/29/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER RRL Insurance Agency 35000 Kaiser Court Suite 300 Willoughby OH 44094		CONTACT NAME: Holly Vadhais PHONE (A/C, No, Ext): 440-975-0309 FAX (A/C, No): 440-975-0315 E-MAIL ADDRESS: gzardis@RRL-ins.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Navigators Insurance Co. (CBC)	
INSURED Baumann Enterprises, Inc. 4801 Chaincraft Road Garfield Heights OH 44125		INSURER B: XL Specialty Insurance Company	
		INSURER C: Westchester Fire Insurance Company	
		INSURER D: American Automobile Insurance Co.	
		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 1705972451**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GA17CGL143903IC	1/21/2017	1/21/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 DMG-Prem rented to \$ 50,000
D	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			MXA80324074	2/17/2017	2/17/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ UIM BI - Single \$ 50,000
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	GA17CGL143903IC	1/21/2017	1/21/2018	PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B C	Contractor's Equipment Pollution			UM00028176MA17A G46626989001	1/28/2017 4/7/2017	1/28/2018 4/7/2018	Per Schedule on file 5,000,000/5,000,000 ded per schedule 10,000 ded

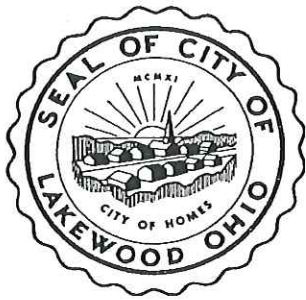
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**City of Lakewood
Division of Engineering
12650 Detroit Ave
Lakewood OH 44107

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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12650 DETROIT AVENUE • 44107 • 216/529-6075 • FAX 216/529-6806

Bond # SB 0378271

December 7, 2017

Mr. William Baumann
Baumann Enterprises, Inc.
4801 Chaincraft Rd.
Garfield Heights, OH 44125

Mr. Baumann:

Baumann Enterprises, Inc. has been awarded a contract for the Demolition of 12311 Plover in the amount of \$28,900. Baumann Enterprises, Inc. submitted the lowest and best responsive and responsible bid for this project.

Based on a review of the bid submitted, three (3) signed copies of the agreement enclosed must be returned to the City along with the following items, which are required to complete the contract document:

Need →

- 1 Ethics Affidavit (enclosed)
- 2 Certificate of Liability Insurance with updated coverage as attached

*Rec'd
1-2-18*

Mail requested documents to:

City of Lakewood
Division of Engineering
12650 Detroit Ave.
Lakewood, Oh 44107

All documents requested must be returned to the City within ten (10) business days. Failure to return requested documents within ten days may result in cancellation of the contract award and allocation of the bid to another qualified bidder.

Sincerely,

Kim E. Smith
Purchasing Manager

